



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

**REGION 4
SAM NUNN ATLANTA FEDERAL CENTER
61 FORSYTH STREET, SW
ATLANTA, GEORGIA 30303-8960**

August 16, 2023

**INFORMATION REQUEST LETTER and TOLLING AGREEMENT
URGENT LEGAL MATTER – PROMPT REPLY REQUESTED
CERTIFIED MAIL – RETURN RECEIPT REQUESTED
And VIA EMAIL**

Ramesh Konduri
Dresser Inc.
1020 Rankin Rd
Houston, TX 77073-4606
ramesh.konduri@dresser.com

SUBJ: Request for Information Pursuant to Section 104 of CERCLA regarding the Barite Hill/Nevada Goldfields, Inc. Superfund Site located in McCormick, McCormick County, South Carolina

Dear Mr. Konduri:

The United States Environmental Protection Agency (EPA) is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants, or hazardous wastes on or about the Barite Hill/Nevada Goldfields, Inc. Superfund Site located in McCormick, McCormick County, South Carolina (Site). The EPA has collected records indicating that part of the Site was previously owned, leased and drilled for mining exploration by entities potentially associated with Dresser Inc. (Dresser). EPA's investigation requires further inquiry into the ownership and operational history of the Site, and Dresser's past and current operations/activities at the Site and interests in the Site, if any. The EPA has taken response actions and has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. The EPA's investigation requires inquiry into the identification, nature and quantity of materials generated, treated, stored, disposed of, or transported to the Site, as well as the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site.

SITE BACKGROUND

The Site is located approximately three miles south of McCormick, South Carolina between US Highway 378 and U.S. Highway 221 on the northern side of Road 30 in McCormick County, South Carolina. Nevada Goldfields, Inc. actively mined gold at the Site from 1991 to 1995.

Prior to mining, several companies, including those affiliated with Dresser, owned or leased part of the Site and conducted exploration and drilling activities and partnered with entities associated with Dresser and Conoco to conduct exploration and drilling activities at the Site.

INFORMATION REQUEST

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, Dresser is hereby requested to respond to the Information Request set forth in Enclosure A.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within 30 days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended. This statute permits EPA to seek the imposition of penalties of up to \$67,544 for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject Dresser to criminal penalties under 18 U.S.C. § 1001.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Dresser's response to this Information Request should be emailed to Lisa Ellis, EPA Region 4 Associate Regional Counsel, at Ellis.Lisa@epa.gov.

TOLLING AGREEMENT

Please find attached as Enclosure B, the EPA's standard Tolling Agreement for your signature. The purpose of the Tolling Agreement is to provide time for the parties to negotiate and assess liability after receipt of the information requested in this letter from you. Please return the executed Tolling Agreement within fourteen (14) calendar days of receipt of this letter to Lisa Ellis at ellis.lisa@epa.gov. If the Tolling Agreement is not received within fourteen calendar days of receipt of this letter, the United States may file a lawsuit against you regarding its claims at the Site. Signing the Tolling Agreement does not constitute an admission of fact or liability on your part, nor does it affect the assertion of any defense to liability except for the timeliness of the United States' action.

Due to the seriousness of the problem at the Site and the legal ramifications for failure to respond properly, EPA strongly encourages Dresser to give this matter its immediate attention and to respond to this Information Request and request for signature on the Tolling Agreement within the times specified above. If you have questions about this Information Request, you may consult with EPA prior to the times specified above. Please direct legal questions to Lisa Ellis at (404) 664-6963. Technical questions should be directed to Kevin Woodruff, Enforcement Project Manager, at (404) 562-8828.

Thank you for your cooperation in this matter.

Sincerely,

/s/ Lisa Ellis

Lisa Ellis
Associate Regional Counsel

Enclosure

cc: Kevin Woodruff, Enforcement Project Manager

ENCLOSURE A

INFORMATION REQUEST

Barite Hill/Nevada Goldfields, Inc. Superfund Site

INSTRUCTIONS

1. Please provide a separate narrative response to each and every question and subpart of a question set forth in this Information Request.
2. Precede each answer with the number of the question to which it corresponds.
3. If information or documents not known or not available to the Respondent(s) as of the date of submission of a response to this Information Request should later become known or available to the Respondent(s), the Respondent(s) must supplement its response to EPA. Moreover, should the Respondent(s) find, at any time after the submission of its response that any portion of the submitted information is false or misrepresents the truth, the Respondent must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent(s) may contend that it includes possibly confidential information or trade secrets. Respondent(s) may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulations set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the Respondent(s). EPA advises that the Respondent(s) read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "Respondent" shall relate to and include any of the following entities: Dresser inc., GE, DII Industries, LLC, Dresser Industries, Halliburton and any other predecessor, successor or related entity.
2. The term "hazardous substance" shall have the same definition set forth in Section 101(14) of CERCLA, and includes any mixtures of such hazardous substances with any other substances, including petroleum products.
3. The term "pollutant or contaminant" shall have the same definition set forth in Section 101(33) of CERCLA, and includes any mixtures of such pollutants and contaminants, with any other substances, including petroleum products.
4. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity. United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
5. The term "Site" shall mean the property identified in Figure 1, including parcels 128-00-00-001, 128-00-00-003, 128-00-00-004, 128-00-00-005, and 128-00-00-038, in McCormick County, South Carolina.
6. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address, email address and business telephone number, present or last known home address, email address and home telephone number, and present or last known job title, position or business.
7. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
8. The term "identify" means, with respect to a document, to provide its customary - business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
9. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin,

circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or interoffice communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.

10. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
11. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant, or contaminant.
12. The term "ore" shall be interpreted to mean all rocks and minerals (including soils, sands and gravels) which contain gold, silver, lead, zinc, copper, cadmium, chromium, aluminum, iron, molybdenum, arsenic, platinum, and sulfur.
13. The term "property interest" means any interest in property including, but not limited to, any ownership interest, including an easement or right of way, a mineral interest, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
14. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.
15. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

QUESTIONS

1. For each question below, identify the person or persons providing responsive information and include their contact information.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. Describe the relationship between and/or among the following entities: GE, DII Industries LLC, Dresser Industries, and Halliburton Company. Include the dates of any mergers, acquisitions, or name changes.
4. Provide a description of GE's and/or Dresser Industries' business relationship or dealings related to the Site with the following entities. For each description, include relevant dates and documents:
 - a. Catawba Timber Company
 - b. Bowater Inc
 - c. Amselco Exploration Inc
 - d. Amselco Minerals Inc
 - e. BP Minerals Inc
 - f. Gwalia (USA) Ltd.
 - g. Nevada Goldfields
 - h. Brunswick Pulp and Land Company
 - i. Brunswick Pulp and Paper Company
 - j. North American Timber Corp.
 - k. Mead Timber Company
 - l. Scott Paper Company
 - m. Scott Timber Company
 - n. Georgia-Pacific Company
 - o. Georgia-Pacific Corporation
 - p. Plum Creek Timberlands, L.P.

- q. The Mead Corporation
 - r. Plum Creek Timber Company
 - s. Halliburton
5. Provide copies of all records related to the Site involving Dresser's acquisition or transfer of property rights, mineral rights, exploration rights, or other property interest, including through purchase, exchange, lease, or any other form of property conveyance, access or use. Records should include, but not be limited to, any due diligence examination or environmental surveys, or any other records describing the condition of the surface or subsurface within the Site.
 6. Describe Dresser' (Respondents) past and current legal or equitable interest(s) in the Site, including but not limited to ownership or leasehold of surface or mineral property rights. Indicate the date any such interest began, and terminated if applicable with the related documents. State specifically whether:
 - a. Dresser's claims or claimed any interest in the land or minerals at the Site. If so, describe the interest and date of initiation, and termination if applicable.
 - b. Dresser's representatives, employees, or agents, including contracted employees or representatives acting on behalf of Respondents, accessed the Site. If so, state the dates of such access, and the reason or purpose for access.
 - c. Dresser's representatives, employees, or agents, including contracted employees or representatives acting on behalf of Respondents exercised control over, or participate in, operations or activities at the Site. Describe any of these activities and provide all documents related to such activities.
 7. Describe any minerals exploration activities at the Site that were conducted by Dresser, at the direction of Dresser, or of which Dresser has documents or knowledge. In addition to a general description of the exploration activities, address the specific issues below.
 - a. State the dates of the exploration activities and the parcel at the Site on which the activities occurred. See Figure 1 for a map of the Site and parcels.
 - b. State whether such activities resulted in the exposure or release of hazardous substances, pollutants or contaminants, including but not limited to sulfide ore.
 - c. Identify the individuals responsible for such activities at the Site.
 8. Describe any mining activity at the Site that involved excavation, grading, filling, drilling, or other earth moving that was conducted by Dresser, at the direction of Dresser, or of which Dresser has knowledge. In addition to a general description of the mining activities, address the specific issues below.

- a. State the dates of the mining activities and the parcel at the Site on which the activities occurred. See Figure 1 for a map of the Site and parcels.
 - b. State whether such activities resulted in the exposure or release of hazardous substances, pollutants, or contaminants, including, but not limited to sulfide ore.
 - c. Identify the individuals responsible for such activities at the Site.
9. Provide all documents pertaining to the exploration or mining activities discussed in questions 6, 7 and 8. Records should include, but not be limited to, databases and information related to drill or bore hole locations, depths, and plugging; adits; bulk sampling; test heap leach pads, etc. Records should be provided in electronic format whenever possible.
10. Describe all waste materials that resulted from Dresser's or its partners' operations at the Site including, but not limited to, waste rock, tailings, spent ore, and treatment plant sludges. State the quantities produced of each such waste. Describe where each such waste was disposed of. Identify any hazardous substances contained in such wastes and provide copies of any and all documents that describe any analysis of such wastes and the results of the analysis.
11. At any time, did Dresser receive payments, royalties, or other proceeds related to mining or exploration activities at the Site? If so, provide the dates of such payments and the agreements to which they pertained.
12. Describe the activities taken upon cessation of operations at the Site related to reclamation and restoration.
13. Provide copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts referencing the Site or facility (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance) from the beginning of the time Respondent first owned and operated at the Site. Include any and all policies providing the Respondent with liability insurance relating to the Site property.
14. To the extent not provided in Question 13 above, provide copies of all insurance policies that may potentially provide the Respondent with insurance for bodily injury, property damage and/or environmental contamination in connection with the Site and/or Respondent's business operations. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.
15. To the extent not identified in Questions 13 or 14 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent for the period of ownership and/or operations at the Site.

16. If there are any such policies from Questions 13, 14, or 15 above of which you are aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of your ability by identifying:

- a. The name and address of each insurer and of the insured;
- b. The type of policy and policy numbers;
- c. The per occurrence policy limits of each policy; and
- d. The effective dates for each policy.

17. Identify all insurance brokers or agents who placed insurance for the Respondent at any time during the period being investigated as identified in Question 13, and identify the time period during which such broker or agent acted in this regard. Identify by name and title, if known, individuals at the agency or brokerage most familiar with the property, pollution and/or liability insurance program of Respondent and the current whereabouts of each individual, if known.

18. Identify all previous settlements by Respondent (or Respondent's predecessors) with any insurer which relates in any way to environmental liabilities and/or to the policies referenced in Questions 13-16 above, including:

- a. The date of the settlement;
- b. The scope of release provided under such settlement;
- c. The amount of money paid by the insurer pursuant to such settlement.

Provide copies of all such settlement agreements.

19. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of the Respondent under any insurance policy referenced in Questions 13-16 above. Include any responses from the insurer with respect to any claims.

20. Identify any and all insurance, accounts paid or accounting files that identify Respondent's insurance policies.

21. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to Respondent during the period being investigated as identified in Question 13, and the date such named insureds appeared on the policies.

22. Identify any person or organization requiring evidence of Respondent's casualty, liability and/or pollution insurance during the period being investigated as identified in Question 13, including the nature of the insurance requirement and the years when the evidence was required.

23. Identify Respondent's policy with respect to document retention.

24. Are there any persons, other than those you have already identified, who are or were associated with Respondent, who may be better able to answer any of these questions? If so, please provide those persons' names, current email addresses and current telephone numbers.

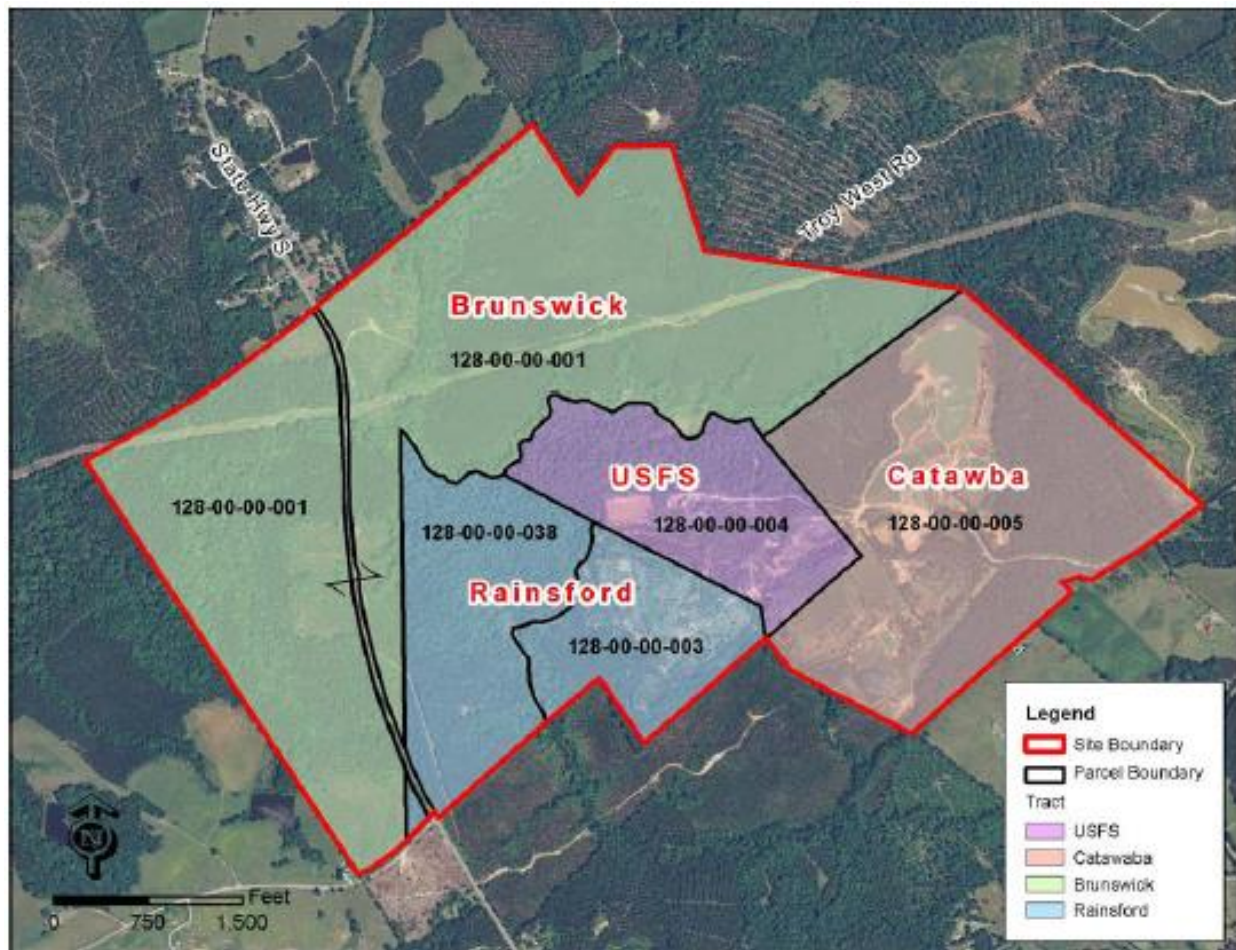


Figure 1. Map of Barite Hill Mine Site parcels and tracts near McCormick County, S.C.

ENCLOSURE B
TOLLING AGREEMENT FOR CLAIMS UNDER THE
COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION AND LIABILITY ACT
RELATING TO THE BARITE HILL/NEVADA GOLDFIELDS SUPERFUND SITE

The United States Environmental Protection Agency (“EPA”) contends that it has a cause of action pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation and Liability Act, (“CERCLA”) 42 U.S.C. 9606 and 9607, against Dresser Inc. (“Defendant”) for performance of response actions and cost recovery at the Barite Hill/Nevada Goldfields Superfund Site in McCormick, McCormick County, South Carolina (the “Tolled Claims”).

The EPA and Defendant (“Parties”) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on September 30, 2023, and ending on September 30, 2024, inclusive (the “Tolling Period”), shall not be included in computing the running of any statute of limitations potentially applicable to any action on the Tolled Claims brought by the United States on behalf of the EPA.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the EPA may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Defendant. Where the EPA elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendant or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. This Tolling Agreement is effective upon execution by the Defendant, and without the requirement of filing with the Court, and may be signed in counterparts.

10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the EPA and upon Defendant and its successors.

SIGNATURES

The United States Environmental Protection Agency consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this _____ day of _____, 2023.

By:

Maurice L. Horsey, Chief
Enforcement Branch
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 4

Defendant consents to the terms and conditions of this Tolling Agreement for Claims under CERCLA relating to the Barite Hill/Nevada Goldfields Superfund Site by its duly authorized representative on this _____ day of _____, 2023.

By: _____

Name: _____

Title: _____

